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No. 95-99

In The

Supreme Court of the United States

October Term, 1995

GULF COAST INDUSTRIAL WORKERS UNION,

Petitioner,

v.

EXXON CHEMICAL AMERICAS,

Respondent.

On Petition For Writ Of Certiorari
To The United States Court Of Appeals
For The Fifth Circuit

EXXON CHEMICAL AMERICAS' BRIEF IN OPPOSITION TO PETITION FOR WRIT OF CERTIORARI

STEPHEN W. SMITH
1301 McKinney Street, Suite 5100
Houston, Texas 77010-3095
Telephone: 713/651-5151

Counsel of Record for Respondent, Exxon Chemical Americas

Of Counsel:

FULBRIGHT & JAWORSKI L.L.P.

COCKLE LAW BRIEF PRINTING CO., (800) 225-6964
OR CALL COLLECT (402) 342-2831

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QUESTION PRESENTED FOR REVIEW

Whether an arbitrator exceeded his authority by ordering reinstatement of a petrochemical plant employee who was terminated for reporting to work under the influence of alcohol, an offense which the collective bargaining agreement expressly classified as just cause for termination.

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STATEMENT OF THE CASE

1. Background.

This labor arbitration case arose out of the discharge of a process technician in a petrochemical plant who reported to work under the influence of alcohol. The arbitrator had found that the grievant (Mr. Paull) had reported to work under the influence of alcohol, in violation of established company drug and alcohol policies and work rules. The collective bargaining agreement expressly provided that reporting to work under the

influence was "just cause" for discharge (App. 18).[1] Nevertheless, the arbitrator ordered Respondent[2] to reinstate the grievant with no loss of seniority, but without back-pay. App. 36. Both the district court and the court of appeals agreed that the arbitrator thereby exceeded his remedial authority under the collective bargaining agreement, and vacated the award.

2. Statement of Facts.

The Union's petition contains several significant misstatements of the record. First, the arbitrator never ruled "that there was not just cause for discharge." Petition at 4, 5. The arbitral award never explicitly stated that just cause did or did not exist, in so many words. App. 29-36. But both the district court and the court of appeals agreed that the arbitrator's factual findings constituted an implicit finding of just cause for termination. App. 10, 49. Because the collective bargaining agreement expressly defined "just cause" to include the offense of reporting to work under the influence (App. 18), the finding that Paull committed that offense *necessarily* established just cause within the meaning of the contract. The lower courts were simply applying well-established precedent in reaching this conclusion. *Delta Queen Steamboat Co. v. District 2 Marine Engineers Beneficial Ass'n*, 889 F.2d 599,

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[1] Page references to the Petitioner's Appendix are styled "App. ___."

[2] Respondent Exxon Chemical Americas is a division of Exxon Chemical Company, a division of Exxon Corporation. The listing of subsidiaries required by Supreme Court Rule 29.1 is attached as an appendix to this brief.

604 (5th Cir. 1989), *cert. denied*, 498 U.S. 853 (1990); *Container Products, Inc. v. United Steelworkers of America*, 873 F.2d 818, 819 (5th Cir. 1989).

The second misstatement concerns the phrasing of the issue submitted to the arbitrator. The Union contends that the parties submitted the following issue:

> Did the Company have just cause to discharge Mr. Paull effective December 1, 1992 for violation of the Company's Alcohol and Drug Use Policy? If not, what is the appropriate remedy?

Petition at 6. Although the arbitrator did phrase the issue in this manner in his opinion, neither party to the arbitration described the issue in this way. In its brief to the arbitrator, the Union framed the issue submitted as follows:

> Was the discharge of the Grievant, Russell Paull, for just cause, and if not, what shall the remedy be?

(R. 299). Similarly, Exxon's submission to the arbitrator presented the issue in almost identical terms:

> Whether just cause existed under the Contract to discipline Grievant? If not, what is the appropriate remedy?

(R. 330). Thus, contrary to Petitioner's claim, neither party ever referred to Exxon's Alcohol and Drug Use Policy in defining the submitted issue to the arbitrator.

Even had they done so, the outcome would have been no different. Contrary to the Union's claim, the Alcohol and Drug Use Policy in no way contradicts or

modifies the terms of the collective bargaining agreement, in particular those provisions which define "just cause" and grant the Company the right to discharge employees for just cause. App. 18-19. Nothing in the Policy either limits the Company's discretion to terminate employees for just cause, or deletes working under the influence from those offenses contractually agreed to constitute just cause for termination.

REASONS FOR DENYING THE WRIT

1. No Conflict Among the Circuits Exists.

This case could hardly be more straightforward. The Union contractually agreed that proceeding to work under the influence of alcohol constituted just cause for termination. The arbitrator found that Mr. Paull had committed that offense; therefore just cause automatically existed for his termination. By proceeding to order a remedy in the absence of any contract violation by Exxon, the arbitrator unquestionably exceeded his authority.

This decision is completely in line with earlier decisions of the Fifth Circuit and other circuits involving arbitration awards arising out of collective bargaining agreements which contain similar definitions of "just cause." *See E.I. DuPont de Nemours & Co. v. Chemical Workers Union Local 900*, 968 F.2d 456 (5th Cir. 1992) (*per curiam*); *Delta Queen Steamboat Co. v. District 2 Marine Engineers Beneficial Ass'n*, 889 F.2d 599 (5th Cir. 1989), *cert. denied*, 498 U.S. 853 (1990); *Container Products, Inc. v. United Steelworkers*, 873 F.2d 818 (5th Cir. 1989). These cases establish clear limits upon an arbitrator's remedial

authority in discharge cases where just cause is contractually defined. The decision below was a routine application of this precedent, as reflected by the appellate court's order that the decision need not even be published, since it had no precedential value and was decided on the basis of well-settled principles of law. App. 1.

Other circuits agree with the Fifth Circuit on this issue. *See e.g. Warrior & Gulf Navigation Co. v. United Steelworkers*, 996 F.2d 279 (11th Cir. 1993), *cert. denied*, 114 S.Ct. 1834 (1994); *Georgia-Pacific Corp. v. Local 27, United Paperworkers Int'l*, 864 F.2d 940, 942 (1st Cir. 1988); *International Brotherhood of Firemen and Oilers v. Nestle Co.*, 630 F.2d 474, 475 (6th Cir. 1980).

None of the cases cited by the petitioners involved collective bargaining agreements with clauses defining "just cause." In fact, several of the cases cited expressly distinguished other cases in their circuits on precisely those grounds. *See Bruce Hardwood Floors v. Southern Council of Industrial Workers*, 8 F.3d 1104, 1108 (6th Cir. 1993); *Crafts Precision Industries, Inc. v. Machinists*, 889 F.2d 1184, 1186 (1st Cir. 1989).

For these reasons, this unpublished decision of the Fifth Circuit does not create any conflict among the circuits in this area of labor law.

2. The Decision Below Enhances, Rather Than Undermines, the Integrity of Collective Bargaining Agreements and the Arbitration Process.

The decision below is entirely consistent with the principles of judicial review of arbitration awards embodied in the *Steelworkers Trilogy*. Federal courts give deference to such awards, but are not compelled to look the other way while an arbitrator "dispenses his own brand of industrial justice" by ignoring unambiguous contract definitions and exceeding the remedial authority conferred by the contract and the submission of the parties. *United Steelworkers of America v. Enterprise Wheel & Car Corp.*, 363 U.S. 593, 597 (1960).

As for the Union's contention that the arbitrator was merely interpreting the contract as authorized, the district court's opinion provides a succinct refutation:

> This is not, therefore, a case in which an arbitrator is called upon to interpret a contract, a power explicitly granted to him under the CBA. Likewise, it is not a case in which the arbitrator is called on to give meaning to the words of a contract. *Misco, supra*, 484 U.S. at 41. Rather, it is one in which "the arbitrator [has] ignore[d] the plain language of the contract" and created a remedy that "simply reflect[s] the arbitrator's own notions of industrial justice." *Id. **In the face of the contract's unambiguous definition of "just cause" and the equally plain inclusion of the Schedule C offenses, it cannot be said that the arbitrator even "arguably constru[ed] or appl[ied] the contract."** Id.* In answering the question presented to him ("Did the Company have just cause to discharge Mr. Paull . . . ?") the arbitrator need only have

> looked at the explicit language of Article 26 of the CBA to have found the immediate answer: yes.

App. 44-45 (emphasis supplied) (footnote omitted).

In other words, a party to a collective bargaining agreement may not use an arbitrator's pen to cross out or rewrite unambiguous contract clauses which the parties negotiated and agreed to at the bargaining table. To hold otherwise would seriously undermine the integrity of the collective bargaining process which is the foundation of federal labor policy.

CONCLUSION

For these reasons, the petition for writ of certiorari should be denied.

Respectfully submitted,

STEPHEN W. SMITH
1301 McKinney, Suite 5100
Houston, Texas 77010-3095
Telephone: 713/651-5151
Telecopier: 713/651-5246

Counsel of Record for Respondent Exxon Chemical Americas

OF COUNSEL:

FULBRIGHT & JAWORSKI L.L.P.

RULE 29.1 APPENDIX

165550 Canada Limited
172965 Canada Limited
2849518 Canada Limited
AGA Progas a.s.
ASHCO Ltd.
Abu Dhabi Petroleum Company Limited
Ace Polymer Co., Ltd.
Acquifund Resources Limited
Aditivos Orinoco, C. A.
Adria-Wien Pipeline Gesellschaft mit beschraenkter Haftung
Advanced Elastomer Systems Do Brasil Ltda.
Advanced Elastomer Systems Japan Limited
Advanced Elastomer Systems Limited
Advanced Elastomer Systems Marketing Pte. Ltd.
Advanced Elastomer Systems NV/SA
Advanced Elastomer Systems Singapore Pte. Ltd.
Advanced Elastomer Systems, Canada, Inc.
Advanced Elastomer Systems, Inc.
Advanced Elastomer Systems, L.P.
Air Tankdienst Koeln GbR
Aircraft Fuel Supply B.V.
Al-Jubail Petrochemical Company
Alberta Products Pipe Line Ltd.
Alyeska Pipeline Service Company
AquaAir, Inc.
Aramco Services Company / /
Asakawa Sekiyu K.K.
Awaji Gas Nenryo Kabushiki Kaisha
Azuma Sekiyu K.K.
BEB Erdgas und Erdoel GmbH, Hannover
BRIGITTA Erdgas und Erdoel GmbH, Hannover
Bangkok Aviation Fuel Services Limited
Bansu Ekika Gas K.K.
Bayerischa Erdoelleitung G.m.b.H.
Beaverhill Resources Limited

Brickwood Holdings Pty. Ltd.
Canada Imperial Oil Limited
Canadian Reserve Oil & Gas Ltd.
Castle Peak Power Company Limited
CaraMem Separations, Inc.
Changi Airport Fuel Hydrant Installation Pte. Ltd.
Changi Into-Plane Services (Pte) Ltd.
Chuo Sekiyu Hanbai K.K.
Compagnie Industrielle des Polyethelenes de Normandie, GIE
Compania Minera Disputada de Las Condes S.A.
Comptoir Auxiliaire du Petrole
Comptoir Oyonnaxien des Combustibles (C.O.C.)
Computer Centrum Groningen B.V.
Cynthia Gas Gathering Company Limited
DFTG Duetsche Fluessigerdgas Terminal GmbH
Daihatsu Sekiyu K.K.
Daito Gas K.K.
Depot Petrolier du Gresivaudan
Depots Petroliers de la Corse
Depots de Petrole Cotiers
Duedan-Holding GmbH
Duetsche Advanced Elastomer Systems GmbH
Deutsche Erdgas Transport G.m.b.H.
Deutsche Transalpina Delleitung G.m.b.H.
Devon Estates Limited
Disma S.r.l.
Dixie Pipeline Company
E S F Limited
EPDMCO, L.P.
ETD Tankdienst Gesellschaft Duesseldorf GbR
Eagle Kenso K.K.
Eagle Reinsurance Co. Ltd.
East Asia Response Private Limited
East Texas Salt Water Disposal Company
Eastern Canada Response Corporation Ltd.
Eiko Sekiyu K.K.

Elwerath Erdgas und Erdoel GmbH, Hannover
Elwerath Erdoel und Erdgas AG
Emirates National Chemicals Company Ltd.
Emoir Sekiyu K.K.
Emsland-Erdoelleitung G.m.b.H.
Energie Marketing Service GmbH
Enterprise Housing Partners 1992 Limited Partnership
Entrepot Petrolier de Mulhouse (E.P.N.)
Erdgas-Verkaufs-Gesellschaft m.b.H.
Erdoel-Raffinerie Deurag-Nerag GmbH
Esso (Overseas) Pension Trust Limited
Esso Antilles-Guyane, S. A.
Esso Energie G.I.E.
Esso Exploration and Production Angola Inc.
Esso Exploration and Production Ireland Limited
Esso France S.A.
Esso Lub'Services
Esso Malaysia Berhad
Esso Raffinage S.A.F.
Esso Societe Anonyme Francaise
Esso Standard Thailand Ltd.
Esso Standard Tunisia S. A.
Esso Technologies et Services (E.T.S.)
Esso Yukong Specialities Ltd.
Establissemente Cloarec
Exxon Asset Funding Company
Exxon Asset Management Company
Exxon Chemical Asset Management Partnership
Exxon Chemical France
Exxon Chemical Paraffins Limited
Exxon Chemical Polymeres SNC
Exxon Mobile Bay Partnership
Exxon de Colombia S.A.
F.T. Giken Kabushiki Kaisha
Federated Pipe Lines Ltd.
Ferngas Nordbayern G.m.b.H.
Ferngas Salzgitter GmbH

Fernkaelte Geschaeftsstedt Nord G.b.R.
Flughafan Schwechat Hydrantan-Gesellschaft
Fuji Kogyo K.K.
Full Cycla Plastics Pty. Ltd.
G16a (Groep) B.V.
Gas Direct Limited
Gasunie Engineering B.V.
Gasunie Warmte/Kracht Emmen B.V.
General Bussan K.K.
General Highway K.K.
General Petrochemical Industries Limited
General Sekiyu K.K.
General Sekiyu Okinawa Hanbai K.K.
General Sekiyu Overseas, Ltd.
General Shipping Co. Ltd.
General Unyu Kabushiki Kaisha
Geobutane – Lavera
Ges. fur Mineraloelveredlung und Distribution Rhaesa mbH
Gewerkschaft brassert Erdoel und Erdgas GmbH
Gewerkschaft Gute Hoffnung Erdgas und Erdoel GmbH
Gewerkschaft Kuechanberg Erdgas und Erdoel GmbH
Glen Park Gas Pipe Line Company Limited
Grande Ecaille Land Company, Inc.
Great Lakes Response Corporation of Canada
Groupement Immobilier Petrolier
Groupement Petrolier Aviation
Groupement Petrolier de Nantes (G.P.N.)
Groupement Petrolier de Saint-Pierre des Corps (G.P.S.P.C.)
Groupement Petrolier de la Cote d'Azur
Groupemente Petrolier du Finistere G.I.E.
Groupement Petrolier du Val-de-Marne (G.P.V.M.)
Groupement d'Expolitation du Depot de Reception de Chennevie
Guam Response Services Ltd.
Hambrecht & Quist Environmental Technology

Hamburger Gaswerke GmbH
Hannoversche Erdoelleitungs-G.m.b.H.
Hanshin Kyowa Sekiyu K.K.
Heinrich Schneider Spedition GmbH
Hiroshima General Gas Juten Kabushiki Kaisha
Hoei Sekiyu K.K.
Hokkai Sanshi Co., Ltd. (Chemical)
Hokushin Bussan K.K.
Hokuyu Sekiyu K.K.
Hong Kong Pumped Storage Development Company, Limited
Houston Regional Monitoring Corporation
Hydrant Refuelling System, S.A.
Hydrantan-Betriebs-Gesellschaft, G.b.R.
Hydrierwerke Poelitz Aktiengellschaft
Imperial Oil (an Ontario General Partnership)
Imperial Oil Limited /
Imperial Oil Resources N.W.T. Limited
Imperial Oil Resources Ventures Limited
Imperial Oil Resources an Alberta limited partnership
Industria Acqua Siercusana S.p.A.
Industry Promotion Enterprises Limited
Iranian Oil Participants Limited (Iranian Consortium)
Iranian Oil Services (Holdings) Limited
Iranian Oil Services Limited
Iraq Petroleum Company, Limited
Iraq Petroleum Pensions, Limited
Japan Butyl Company Limited
Jersey Nuclear-Avco Isotopes, Inc.
K.K. Momose Shiojiri Stand
K.K. Toresen
K.K. Aizu General
K.K. Auto
K.K. Daimeru
K.K. Eastern Gas Terminal
K.K. General Sekiyu Hanbaisho
K.K. Genet

K.K. Genetech
K.K. Genex
K.K. Heian Sekiyu
K.K. Kyoei Shosha
K.K. Marugo Izumesa Shoten
K.K. Marutaka Sekiyu
K.K. Momose Sekiyu
K.K. Standard Sekiyu Osaka Hatsubaisho
K.K. Tama General K.K.
K.K. Toko
K.K. Uwano Sekiyu Shokai
K/S Statfjord Transport A/S & Co.
KX Industries, L.P.
Kabushiki Kaisha Sankyo Plastics
Kabushiki Kaisha Serubieu
Kai Tek Refuellers Company Limited
Kansai Chuo Sekiyu K.K.
Kanto Kygnus K.K.
Karisruha-Stuttgart Rohrieitung Gesellschaft mbH
Kawasaki Kygnus Sekiyu Hanbai Kebushiki Kaisha
Keiyo Sekiyu Hanbai K.K.
Kemcor Australia Pty. Ltd.
Kemcor Elastomers Ltd.
Kemcor Olefins Ltd.
Kemcor Plastics Pty. Ltd.
Kent Gas Company Limited, The
Kenya Petroleum Refineries Limited
Kibo Sekiyu Hanbai K.K.
Kimura Sekiyu Kabushiki Kaisha
Kinwa Sekiyu K.K.
Kobe Standard Sekiyu K.K.
Korea Perchem Company Limited
Kosxon Chemical Company Limited
Kowa Sekiyu K.K.
Kowloon Electricity Supply Company Limited
Kumho E.P. Rubber Co., Ltd.
Kygnus Ekika Gas Kabushiki Kaisha

Kygnus Kosan Kabushiki Kaisha
Kygnus Sekiyu K.K.
Kygnus Sekiyu Seisei Kabushiki Kaisha
Kygnus Trading Kabushiki Kaisha
Kyushu Eagle K.K.
L-Net East K.K.
L-Net West K.K.
L12A (Groep) B.V.
L12B/L15B (Groep) B.V.
L14 (Groep) B.V.
L15A (Groep) B.V.
L2 (Groep) B.V.
L5a (Groep) B.V.
LEAG Aktiengesellschaft fuer luzernisches Erdoel
Les Docks des Petroles d'Ambes
Les Emulsions de Feyzin et du Dauphine
Liants Routiers de la Valles de la Loire (LRVL)
Liants Routiers de la Valles du Rhin (L.R.V.R.)
Liants Routiers du Gard (L.R.G.)
Lilac Sekiyu Kabushiki Kaisha
Lily Sekiyu K.K.
Lithcon Petroleum International (Bahamas) Inc.
Lithcon Petroleum Taiwan Inc.
Long Beach Oil Development Company
MEGAL FINCO
MEGAL GmbH
Maasvlakte Olie Terminal C.V.
Maasvlakte Olie Terminal N.V.
Magota Sekiyu K.K.
Mainline Pipelines Limited
Malaysian Energy Chemical & Services Sdn Bhd
Manchester Airport Storage and Hydrant Company Limited
McCann Plastics Inc. (Chemical)
McColl-Frontenac Inc.
McColl-Frontenac Petroleum Inc./Petroliere McColl-Frontenac

Meiji Sekiyu K.K.
Mikawa Bussan K.K.
Mitake Unso K.K.
Mittelrheinische Erdgas Transport Gesellschaft mit beschrank
Mode Wheel Property Limited
Montreal Pipe Line Limited/Les Pipe-Lines Montreal Limites
Mount Thorley Coal Loading Limited
Multi Tank Card B.V.
Mytex Polymers (General Partnership)
N. V. Nederlandse Gasunie
NALCO/Exxon Chemicals Limited
NAM - K 14 B.V.
NAM - K 15 B.V.
NAM - K 7 B.V.
NAM Pipeline B.V.
NAM-K17 B.V.
NAM/CLONS - K 8/K 11 B.V.
NAM/CLONS - L 13 B.V.
NAM/MOBIL M9a B.V.
NPC Services, Inc.
Nakabayashi Sekiui K.K.
Nane: IORL
Nansei Oil Terminal K.K.
Nansei Sekiui Kabushiki Kaisha
Nanseki Kaihatsu K.K.
Native Venture Capital Co. Ltd.
Near East Development Corporation
Nederlandse Aardolie Maatschappij B.V.
New Cure, Inc.
Newcastle Coal Shippers Pty. Limited
Nichiei Kogyo Kabushiki Kaisha
Nichimo Oil (Bermuda) Co., Ltd.
Nikko Sangyo K.K.
Nippon Unicar K.K.
Nissei Sekiyu Kabushiki Kaisha

Nogat B.V.
Norddeutsche Erdgas – Aufbereiturga G.m.b.N
Norddeutsche Mineraloeiwerke Stattin G.m.b.H.
Nordrheinische Erdgas Transport Gesellschaft mit beschrankte
Noroxo
Northward Developments Ltd.
OSLO Alberta Limited
Office Prive d'Assurances et de Courtagas
Oil Field Chemicals Company (Saudi Arabia) Ltd.
Oil Service Company of Iran (Private Company)
Oil Spill Holdings Private Limited
Oil Spill Response Limited
Oldenburgische Erdoel Gesellschaft m.b.H.
Oleoducto de Colombia S.A.
Oleoductos Canarios, S.A.
Osaka General Gas K.K.
Osaka Kygnus K.K.
P. T. Stanvac Indonesia
P.A.C. S.A.R. L. (Pinson-Allegret-Causse)
Pacesetter Enterprises Limited
Pars Investment Corporation
Peninsula Electric Power Company Limited
Petrosvirbri S.A.
Pier Atlantic Limited
Pipe Line Services, Inc.
Plantation Pipe Line Company
Port-Jerome Gaz (P.J. Gaz)
Portland Pipe Line Corporation
Primaeroel GmbH
Prince William Sound Oil Spill Response Corporation
Progas Limited
Projectbureau W/K B.V.
Quadrant Gas Limited
Raffinerie du Nidi S.A.R.L.
Rainbow Pipe Line Company, Ltd.
Redwater Water Disposal Company Limited

Refineria Petrolera Acajutla, S.A.
Regulus Holding (Singapore) Pte. Ltd.
Rheingas Erdgasleitungs – Gesellschaft m.b.H.
Rotterdam Antwerpen Pijpleiding (Belgie) N.V.
Rotterdam Antwerpen Pijpleiding C.V.
Rotterdam-Antwerpen Pijpleiding (Nederland) N.V.
Rubiatec Sendirian Berhad
Ruhrgas Aktiangesellschaft
S.A. du Pipeline a Produits Petroliere sur Territoire Geneve
SEAG Aktiengesellschaft fuer schweizerischas Erdoel
SERAM S.p.A.
SOVEXOIL Oil Field
Saitana Sekiui Hanbai K.K.
Sanyo Sekiui K.K.
Saraco S.A.
Saudi Arabian Lube Additives Company Limited
Schubert KG
Senboku Oil Kikoh K.K.
Service Aviation Paris (S.A.P.)
Shehtah Drilling Limited
Shimoyama Sekiui K.K.
Shin-Nihon Yukagaku Kogyo K.K.
Shinohara Oil K.K.
Singapore Aromatics Company Private
Smiley Gas Conservation Limited
Sociedad Nacional de Oleoductos Ltda.
Sociedad de Inversiones Limited /
Societe Italiana per l'Oleodotto Transalpino S.p.A.
Societe per Azioni Raffineria Dadana Olii Minerale-SARPOM
Societe "Gaomines-Caen"
Societe Anonyme "Produits Lubrifiants de Madagascar" – PROLU
Societe Anonyme de Gestion de Stocks de Securite (SAGESS)
Societe Anonyme de la Raffineria des Antilles

Societe Anonyme des Hydrocarbures
Societe Civile de Mustapha Algerie
Societe Civile de Participation pour la Destruction des Dach
Societe Esso de Recherches et d'Exploitation Petrolieres Ess
Societe Francaise EXXON CHEMICAL
Societe Havraise de Manutantion de Produits Petroliers
Societe Malgache de Raffinage
Societe Paris-Manche
Societe Paris-Niel
Societe Reunionnaisa de'Entreposage
Societe de'Etude et d'Exploitation de la Raffinerie de Tchad
Societe d'Exploitation & de Developpemente d'Operations Comme
Societe d'Exploitation des Garages Les Stations Tour Eiffel
Societe de Manutention de Carburants Aviation (S.M.C.A.)
Societe de Promotion et de Financement Touristique (CARTHAGO)
Societe de la Raffinerie d'Alger
Societe des Pipe-Lines de Strasbourg
Societe des Transporots Petroliers par Pipe Line
Societe du Caoutchouc Butyl (SOCABU)
Societe de Pipe Line de la Raffinerie de Lorraine
Societe du Pipe-Line Mediterranea-Rhone
Societe du Pipeline Sud-Europeen
Socony-Standard-Vacuum Oil Company (Petroleum Maatschappij)
Southern Natural Gas Development Pty. Ltd.
Standard Kaihatsu K.K.
Standard Service K.K.
Stansted Fuelling Company Limited
Statfjord Transport A/S
Stockage Geologique de Gaz de Lavera

Sucre Gas, S.A.
Sueddeutsche Erdgas Transport Gesellschaft mit beschrankter
Sun East (Dublin) Company, Ltd.
Superior Disk Corporation
Surrey Gas Company Limited, The
Sussex Gas Company Limited, The
Syncrude Canada Ltd.
TAR-Tankanlage Ruemleng AG
TBN Tanklager-Betriebsgesellschaft Nuernberg mbH
TCA Plastics Inc.
TEAM Terminal B.V.
TFS Turbo Fuel Services GmbH, Hamburg
TGF Tankdienst Gesellschaft Frankfurt G.b.R.
TGM Tankdienst-Gesellschaft Meunchen GbR
TIBA Speditions GmbH
TLS Tanklager Stuttgart GmbH
Taihai Bussan K.K.
Taisai Kogyo Sekiyu Hanbai K.K.
Taketsuru Yugyo K.K.
Tankanlage A. G., Mellingen
Tanklager Altishausen A. G.
Tanklager Taegerschan AG
Tanklager-Gesellschaft Tegel G.b.R.
Tanklagergesellschaft, Koeln-Bonn G.b.R.
Tecnica Quimica Petrolera, S.A. de C.V.
Terminal Petrolier de Bordeaux (T.P.B.)
Thai Aliphatics Company Limited
Thai C-Center Company Limited
Thai Petroleum Pipeline Co., Ltd.
Thyssengas G.m.b.H.
Tohpren Co., Ltd. (Chemical)
Tojo Gas K.K.
Toko Sekiyu K.K.
Tonen Chemical Nasu Co., Ltd.
Tonen Energy International Corp.
Tonen Energy and Marine (Singapore) Pte. Ltd.

Tonen Filare Co. Ltd.
Tonen Film Company Limited
Tonen Kabushiki Kaisha
Tonen Kagaku K.K.
Tonen Properties Inc.
Tonen Sogo Service Co., Ltd.
Tonen System Plaza Kabushiki Kaisha
Tonen System Service Kabushiki Kaisha
Tonen Tanker Kabushiki Kaisha
Tonen Tapyrus Company Limited
Tonen Technology K.K.
Tonex Company Limited
Towa Compounding Co., Ltd.
Towa Sekiyu K.K.
Toyoshina Film Company, Ltd.
Trans-Northern Pipelines Inc.
Transalpine Oelleitung in Oesterraich Gesellschaft m.b.H.
Transgaz Lavera
Tsurumaru Unyu K.K.
USAG – Unterflurbetankungsanlange Flughafen Zurich
Ulan Coal Mines Limited
United Industry Development Co., Ltd.
Van Salt Water Disposal Company
Varbundnetz Gas AG
Wako Jushi Kabushiki Kaisha
Westdeutsche Erdoelleitungs-G.m.b.H.
Western Canada Marine Response Corporation
Westgas G.m.b.H.
Worex S.N.C.
Yasaka Sekiyu K.K.
Yellowstone Pipe Line Company
Yoshini Gas Kabushiki Kaisha
Yuai Sekiyu K.K.
Zenon Environmental Systems Inc. (ZESI)